CWB

Effective date November 30, 2006

Selected barley

2006-07 Basis Payment Contract Futures Month Rollover

This document forms part of the *2006-07 CWB Fixed Price Contract and Basis Payment Contract for Selected Barley: Terms and Conditions*.

Please complete all information in this area.

Producer's Name ("the *Producer*") as shown on the Delivery Permit		
Producer's Identification No.	Producer's Telephone No. ( )	Producer's Fax No. ( )
	Alternative Telephone No. (daytime/cell) ( )	

Futures Month Rollover

I have an existing *Basis* contract for ________________ (type of grain) under the Futures month of ____________________.

I wish to roll the Futures Month to: ☐ March 2007 ☐ May 2007 ☐ July 2007

Contract Number	*Net Tonnes (Selected barley)*
	__________.000 Minimum of 20 tonnes

Your basis will be adjusted based on the futures prices in effect at the time your fax is received.

READ THE FOLLOWING PARAGRAPH CAREFULLY.

I (the *Producer*) have read the *2006-07 CWB Fixed Price Contract and Basis Payment Contract* for Selected Barley*: Terms and Conditions.* By completing this document and sending it to the CWB, I am selecting the option indicated. I agree that all of the said Terms and Conditions will apply to the rollover I have selected herein.

Producer's Signature

Position in Company (If Applicable)

Date

FAX (204) 983-8031
Phone 1-800-275-4292
(7 a.m. to 6 p.m Mon. - Fri.)
Central Time)

Important: Please keep the original for your records.

Basis Payment Contract Information for selected barley

If you have not locked in your *Futures Price* or rolled your basis contract to a later futures month by the *Basis Contract Month Expiry Date*, the *Futures Price* will automatically be locked in.

Basis Contract Month Expiry Dates are:

Futures Month	Basis Contract Month Expiry Date
March 2007	7:30 a.m. February 28, 2007
May 2007	7:30 a.m. April 30, 2007
July 2007	7:30 a.m. June 29, 2007

Rollover Option

Starting November 30, 2006, basis contracts may be rolled between March 2007, May 2007 and July 2007 futures months. The basis is adjusted to reflect the difference between futures values. A $1.00 per tonne administration fee applies.

Rollover Example

A producer locks in a selected barley December basis at $33.31 per tonne over the Winnipeg Western Barley futures. On September 15, the producer checks the settlement prices on the pricing schedule and finds that the December futures settled at $131.35 Cdn per tonne and the July futures settled at $136.35 Cdn per tonne.
If the producer rolled the basis on that day, the adjusted basis would be $28.31 per tonne ($5 per tonne less). This is due to the carry between December and July futures.

Calculation

Rollover adjusted basis = original basis +(current basis month futures - new basis month futures)
= $33.31 + ($131.35 - $136.35)
= $33.31 - $5.00
= $28.31

	Original December basis	December futures	July futures	Futures spread	Adjusted July basis
Carry	$33.31	$131.35	$136.35	$-5.00	$28.31
Inverted	$33.31	$131.35	$126.35	$5.00	$38.31

However, if the futures market were inverted by $5 per tonne, i.e. the December futures trading above the July futures, the producer's basis would improve by $5 per tonne, to $38.31 per tonne over the futures price.

1. DEFINITIONS

a. "*Actual Grade*" is the grade and/or protein of the *Selected Barley* actually delivered by the producer as reported on the Producer Certificate as defined in the Canadian Wheat Board Act.
b. "*Actual Producer*" means a producer actually engaged in the production of barley.
c. *"Adjustment Factor"* is the value that adjusts the basis to reflect the sales position of the pool account with respect to the spot futures value as specified in the *Pricing Schedule.*
d. "*Approved Methods of Acceptance*" are as set out in paragraph 2.f. below.
e. *"Available Futures Months"* are those published in the *Pricing Schedule.*
f. "*BPC*" is the basis payment contract as provided for herein.
g. *"Basis Contract Month Expiry Date"* is the date on which the *Futures Price* expires and the date before which the producer must lock in a *Futures Price*, as specified in the *Pricing Schedule*.
h. "*Basis*" is the value identified as such in the *Pricing Schedule*.
i. "*Buy-out Price*" is the price available from the CWB from time to time at which the CWB will allow the producer to buy-out their obligations under this Agreement. The formula by which the *Buy-out Price* is calculated shall be equal to the greater of:
{(current futures + current basis + current adjustment factor) - (producer's lock in futures + producer's lock in basis + producer's lock in adjustment factor)} if negative equal to zero
and
(current futures - producer's lock in futures) if negative equal to zero.
In addition, the producer will be charged an administration fee of $15 per transaction.
j. "*CWB Act"* means *The Canadian Wheat Board Act*, as amended.
k. "*Contract Date*" is the date on which the producer enters into a FPC or BPC and commits the *Net Tonnes* to the *Selected Option.* If the producer elects to have the *Force Majeure* provision included in the Agreement, the producer must do so on the *Contract Date.*
l. "*Delivery Opportunities*" are the opportunities for the delivery of *Selected Barley* through delivery calls made by a selector, named in the SBSDC, from time to time during the 2006-07 crop year for which the *Selected Option* is chosen. Delivery and settlement must occur within the 2006-07 crop year.
m. "*Exchange for Physicals"* is the procedure by which a producer exchanges his or her futures contract for the CWB *Futures Price.* Details are available on the CWB Web site at www.cwb.ca or by calling the CWB at 1-800-275-4292.
n. *"Fax Form"* means the following forms, as applicable: the "2006-07 Fixed Price Contract and Basis Payment Contract Sign-up", the 2006-07 Fixed Price Contract and Basis Payment Contract Futures Price or Basis Lock-in", the "2006-07 Fixed Price Contract and Basis Payment Contract Target Pricing", the "2006-07 Exchange for Physicals" (EFP) and the "2006-07 Basis Payment Contract Futures Month Rollover" form.
o. *"Force Majeure Deduction"* means if the producer elected to include the *Force Majeure* provision in the Agreement, a deduction of $3.00 per *Net Tonne* will be deducted from payments owing by the CWB to the producer on account of the additional risk that is being assumed by the CWB.
p. *"Force Majeure Event"* means an event such as severe flooding, hail, lightening, fire, terrorism, war or any other event of any kind whatsoever beyond the control of the producer which limits the production of *Selected Barley*.
q. "*FPC*" is the fixed price contract as provided for herein.
r. "*FPC/BPC Sign-up Expiry Date*" is 7:30 a.m. November 1, 2006, such other date as the CWB designates. If the producer elects to have the *Force Majeure* provision form part of the terms and conditions of this Agreement, the producer must sign up on or before 7:30 a.m. May 1, 2006 or by such other time as the CWB designates.
s. "*Fixed Price*" is the price identified as such in the *Pricing Schedule*.
t. "*Futures Price*" is the price, published by the CWB, that the producer can apply to all or a portion of the *Net Tonnes* by locking in that price in pursuant to this Agreement.
u. "*Incremental Payment*" is an amount identified as such in the *Pricing Schedule*.
v. "Initial Payment" is the payment made by the CWB or its agents at the time of delivery for *Selected Barley* of the Actual Grade in accordance with the *CWB Act*.
w. *"Interested Party*" means any person entitled as a landlord, vendor or mortgagee, to the barley grown by an *Actual Producer* or to any share therein.
x. "*Net Tonnes*" is the number of net tonnes of *Selected Barley* that the producer has signed-up under the *Selected Option* and has agreed to deliver to the CWB. The *Net Tonnes* must be a minimum of 20 net tonnes.
y. "*Option Payment*" is the amount that the producer will be paid for the *Net Tonnes* as set out herein in respect of the FPC or BPC as applicable, instead of any and all payments that would have been made to the producer in respect of the *Net Tonnes* through participation in the CWB Pool Account.
z. "*Pricing Damages*" means the amount calculated using *the Buy-out Price* as of July 31, 2007.
aa. "*Pricing Schedule*" is the schedule published by the CWB from time to time that identifies: the *Incremental Payments* being offered at that time; the *Fixed Prices* being offered at that time; the *Basis* being offered at that time; the *Adjustment Factor* being offered at that time; the *Futures Prices* being offered at that time; the *Basis Contract Month Expiry Dates;* the *Reference Grades* and the applicable *Force Majeure Deduction.*
bb. "*Reference Grade*" *for two-row barley is Standard Select two-row; for six-row barley is Standard Select six-row*.
cc. "*Rollover Adjustment*" is an adjustment that is made to the *Basis* when a producer enters into a *Rollover* and is the difference between the contracted *Basis* month *Futures Price* and the *Futures Price* for the month that the contract is being rolled into on such date.
dd. "*SBSDC*" is the 2006-07 *CWB Selected Barley Storage and Delivery Contract*.
ee. "Selected Barley" is barley that has been selected and accepted for use as pot barley or in malting or pearling. Sample select account fusarium is excluded.
ff. "*Selected Option*" is the particular payment option, being either an *FPC* or a *BPC*, which the producer has selected to apply to the *Net Tonnes*.
gg. "*Settlement Date*" is the date on which a Producer Certificate, as defined in the *CWB Act*, is issued in respect of *Selected Barley* priced under a *Selected Option.*
hh. *"Target Price"* is the *Fixed Price, Futures Price* or *Basis* at which the producer indicates to the CWB that he/she is willing to accept the offer.

2. OFFER AND ACCEPTANCE

a. In accordance with these Terms and Conditions, the CWB offers to pay the Producer the *Option Payment* for the *Selected Option* as calculated according to the relevant payment formula set out in paragraphs 6.1 and 7.5 below subject to the conditions outlined in paragraph 2.c. below (the "*Offer*").
b. The *Offer* is open for acceptance by the producer from February 28, 2006, until the earlier of 7:30 a.m. (CST) on November 1, 2006 and such time as the Offer is withdrawn by the CWB in its sole discretion. The CWB reserves the right to withdraw the *Offer* at any time and without prior notice.

c. The CWB reserves the right to reject an individual's acceptance of the Offer in its sole discretion for any reason including where the producer has outstanding *Pricing Damages* on a previous payment options contract. The CWB may declare a producer ineligible to participate in this contract and may refuse to enter into a contract with such producer.
d. The producer's acceptance of the *Offer* will not be valid unless it is made in strict compliance with one of the *Approved Methods of Acceptance*.
e. The producer's acceptance of the *Offer* will not be valid unless it is actually received at the head office of the CWB prior to the withdrawal of the *Offer* or the expiration of the time for acceptance, whichever comes first.
f. The *Approved Methods of Acceptance* are:
   i. Telephoning the CWB at 1-800-275-4292 and following the instructions of the CWB operator when asked to provide the producer's 10-digit CWB identification number and confidential Personal Identification Number (PIN) and indicating the number of tonnes and class of *Selected Barley* sign-up as *Net Tonnes*; and the *Selected Option*. The CWB's records of such telephone call, including any written confirmation, are conclusive and binding on the producer.
   ii. Faxing a *Fax Form* to the CWB at 1-204-983-8031. The *Fax Form* must be completed fully and accurately and the producer must sign it. In the event of any uncertainty as to the information provided by the producer in the "Fax Form", the CWB may, in its sole discretion, reject the acceptance or, in the case of a *BPC*, the lock-in, exchange for physicals, or rollover, as invalid. The *Fax Form* will be deemed to have been received at the time printed on the fax by the CWB's fax machine.
   iii. The producer may telephone or fax his/her *Target Price* using either of the methods setout in (i) or (ii) above.

3. LOCKING IN FPC/BPC VALUES

3.1. LOCKING–IN THE FPC VALUE

The producer will lock in a FPC value on the *Contract Date* in accordance with the *Pricing Schedule* in effect.

3.2. LOCKING IN THE BPC VALUE

a. The producer must lock in the Basis Value or the Futures Value on the *Contract Date* in accordance with the *Pricing Schedule* in effect on that date; and
b. If a producer locked in the Basis Value on the *Contract Date* he/she must lock in a Futures Value as specified in the *Pricing Schedule* on or before the *Basis Contract Month Expiry Date*. In the alternative, if the producer locked in the Futures Value on the *Contract Date* he/she must lock in the Basis Value as specified in the Pricing Schedule on or before 7:30 a.m. (CST) November 1, 2006.

3.3. The *Adjustment Factor* is automatically locked in on the *Contract Date*.

3.4. The producer must lock in the said values indicated in 3.1 and 3.2 above in accordance with the Approved Methods of Acceptance.

4. CWB's OBLIGATIONS

The CWB agrees to pay the producer in accordance with the terms herein contained in respect of the Selected Option.

5. PRODUCER'S OBLIGATIONS

a. The producer undertakes to deliver the *Net Tonnes* in accordance with the CWB's Delivery Opportunities and this Agreement.
b. The producer acknowledges that, except to the extent that any provisions may be inconsistent, this Agreement does not alter the producer's obligations under the delivery contract entered into between the producer, the selector and the CWB. The producer agrees that this shall be the case regardless of whether such delivery contract is entered into prior to or subsequent to the producer entering into this Agreement or making a S*elected Option* pursuant to this Agreement. In the event of such an inconsistency, the provisions of this Agreement will prevail.
c. For the sake of clarity, the producer acknowledges that the only payment they will receive in respect of the *Net Tonnes* is the *Option Payment*.
d. The producer undertakes to use his best efforts to deliver to the CWB the class of *Selected Barley* specified in this Agreement.

6. PROVISIONS SPECIFIC TO *FPC's*

6.1. Pricing

a. The producer will be paid the Initial Payment in effect at the time of delivery for the *Actual Grade* of *Selected Barley* delivered.
b. The Option Payment for an FPC is calculated as follows in respect of each *Net Tonne* of Selected Barley:
   i. Add the *Fixed Price,* for the class of Selected Barley delivered as indicated in the *Pricing Schedule* that was in effect on the *Contract Date*;
   ii. Add the *Incremental Payment* shown in the *Pricing Schedule* that was in effect on the *Contract Date* that corresponds to the *Settlement Date*;
   iii. Adjust by the CWB's Grade and/or Protein Spread between the Initial Payment and the difference between the *Reference Grade* and the *Actual Grade*; and
   v. Subtract all deductions authorized under the *CWB Act* or under this contract or otherwise required by law, including, without limitation: the Force Majeure deduction, if applicable; deductions under the *Agricultural Marketing Programs Act*, the *Prairie Grain Advance Payment Act* and the *Spring Credit Advance Program*.
c. If the Initial Payment less the Option Payment results in a positive number the CWB agrees to forthwith pay same to the producer. If the Initial Payment less the Option Payment results in a negative number such amount will be deducted from future payments owing to the producer.

6.2. Designating the Net Tonnes

Deliveries of *Selected Barley* made after the *Contract Date* of the *FPC* against a *SBSDC* will be automatically applied to this Agreement until all of the *Net Tonnes* have been delivered. Settlement must occur within the 2006-07 crop year.

6.3. Default on an FPC
The producer shall be deemed to be in default under the *FPC* if the producer fails, for any reason, to deliver all of the *Net Tonnes* through *Delivery Opportunities*.

7. PROVISIONS SPECIFIC TO *BPC*'s

7.1. Subject to paragraph 6.1(c)(i) below, the producer may lock-in a Basis or a Futures Price for all or a portion of the Net Tonnes to which the price available at the time is to apply at the value indicated on the *Pricing Schedule* on such date.

7.2. The producer may execute an *Exchange for Physicals* to obtain the *Futures Price*.

7.3. Beginning August 1, 2006, the producer may roll forward or backward all or a portion of the *Net Tonnes* to other Available Futures Months (the "Rollover").

7.4. Pricing

a. The Option Payment for a BPC is calculated as follows for each *Net Tonne* of Selected Barley:
   i. Add the aggregate *Basis* amount (including any adjustments to the *Basis* resulting from *Rollovers*, as applicable);
   ii. Add the *Incremental Payment* shown in the *Pricing Schedule* in effect on the *Contract Date* that corresponds to the *Settlement Date*;
   iii. Add the *Futures Price*;
   iv. Add the *Adjustment Factor* in effect on the *Contract Date*.
   v. If the producer has locked in multiple deliveries, with respect to each delivery the *Futures Prices* and/or *Basis*, as applicable, will be applied on a first in, first applied basis;
   vi. Adjust the CWB's Grade and/or Protein Spread between the Initial Payments and the difference between the Reference Grade and the Actual Grade;
   vii. Subtract the administration fee shown in the *Pricing Schedule* for Rollovers (if applicable). An administration fee of $1 per tonne is charged for each Rollover; and
   viii. Subtract all deductions authorized under the *Canadian Wheat Board Act* or under this Agreement or otherwise required by law, including, without limitation; the *Force Majeure Deduction*, if applicable, deductions under the *Agricultural Marketing Programs Act*, the *Prairie Grain Advance Payment Act* and the *Spring Credit Advance Program*.

b. If the Initial Payment less the Option Payment results in a positive number the CWB agrees to forthwith pay same to the producer. If the Initial Payment less the Option Payment results in a negative number such amount will be deducted from future payments owing to the producer.

7.5. Designating the *Net Tonnes*

Deliveries of *Selected Barley* made after the *Contract Date* of the *BPC* against a *SBSDC* will be automatically applied to this Agreement until all of the *Net Tonnes* have been delivered. Settlement must occur within the 2006-07 crop year.

7.6. Default on a BPC

The producer shall be deemed to be in default under the *BPC* if the producer fails, for any reason, to deliver all of the *Net Tonnes* through *Delivery Opportunities*.

8. FORCE MAJEURE

a. A producer who has elected to include the Force Majeure provision in this Agreement and who is unable to deliver all or a portion of the Net Tonnes as a result of severe flooding, hail, lightening, fire, terrorism, war or by any other cause of any kind whatsoever beyond the control of the producer which limits the producer's *Selected Barley* production, will be relieved of his/her obligations thereunder to the extent of the production loss and will not be required to pay Pricing Damages relative to same.

8.1. FORCE MAJEURE: GENERAL PROVISIONS

a. A producer who has entered into a FPC and/or BPC with the *Force Majeure* provision must deliver against that contract in priority to all other contracts for like varieties of Selected barley.
b. A producer must determine on the Contract Date whether to have included in the terms and conditions the *Force Majeure* provision.
c. A producer may enter into a FPC or BPC containing the *Force Majeure* provision on or before 7:30 a.m. (CST) on May 1, 2006.
d. A producer may only enter into a FPC or BPC with the *Force Majeure* provision for up to 50% of his anticipated production. If the producer signs up tonnes in excess of 50% of his anticipated production, the producer will be charged the *Force Majeure Deduction* on all of the *Net Tonnes*, however the provision will be of no force and effect for each Net Tonne which exceeds 50% of his anticipated production.
e. The producer will be charged the *Force Majeure Deduction* in consideration for the inclusion of the Force Majeure provision in the Agreement to reflect the additional risk that is being assumed by the CWB.
f. A FPC or BPC containing the *Force Majeure* provision is not assignable. A producer may assign the contract provided that he has paid the *Force Majeure Deduction* on each of the *Net Tonnes* and both he and the assignee have acknowledged that the Force Majeure provision is of no force and effect.
g. A producer must notify the CWB within 15 days of the occurrence of a Force Majeure event, and the producer must prove to the CWB's satisfaction that a *Force Majeure Event* occurred which limited the Producer's production.

9. DEFAULT: GENERAL PROVISIONS

a. In the event that the producer is in default under paragraphs 6.3 or 7.6 above, the CWB may cancel the *Selected Option* and any or all other *Selected Options* to which the CWB and the Producer are party.
b. Further, the producer shall pay *Pricing Damages* to the CWB to compensate the CWB for its actual losses incurred as a result of the Producer's default. Such *Pricing Damages* shall be equal to the *Buy-out Price* in effect at the time of such default. The producer is responsible to deliver 100 per cent of the contracted *FPC* or *BPC* tonnage and any shortfall is subject to *Pricing Damages*.
c. In the event that the producer is in default as a result of their failure to deliver the *Net Tonnes* the *Pricing Damages* assessed in accordance with this paragraph will be paid in addition to any liquidated damages which may be assessed pursuant to any delivery contract entered into with the CWB.
d. The producer and the CWB agree that *Pricing Damages* determined in this manner are a genuine pre-estimate of the actual damages the CWB will incur as a result of the default by the producer and that such damages are not a penalty.
e. *Pricing Damages* may be set-off by the CWB against any and all amounts that may become payable to the producer by the CWB, and/or against the proceeds of any and all deliveries made by the producer under the producer's delivery permit, or under any and all delivery permits in which the producer has an interest and is considered as a *Related Producer*. Any such delivery permit may be so endorsed.

10. GENERAL PROVISIONS

a. This Agreement constitutes the entire Agreement between the CWB and the producer with respect to the pricing of the *Net Tonnes*. There are no representations, warranties, terms or conditions, whether express or implied, beyond those contained herein. There shall be no changes or modifications to this Agreement unless they are made in writing, and signed by both the producer and the CWB. For the sake of clarity, the term "this Agreement" as used herein shall include the *Fax Form* and the *Pricing Schedule*.

b. If any provision, or part thereof, of this Agreement is determined to be void, invalid, or unenforceable, it will be severed and will not void, invalidate, or make unenforceable any other provision of this Agreement.

c. This Agreement shall be governed and construed in accordance with the laws of the Province of Manitoba and the courts of the Province of Manitoba shall have exclusive jurisdiction in the case of any dispute.

d. The producer represents that they are of the age of majority in the Province in which they reside. Where the Producer is a corporation, partnership, cooperative or other business entity, the producer and the person signing on behalf of the producer represent that the person signing on behalf of the Producer are of the age of majority in the Province in which the Producer resides.

e. This Agreement shall enure to the benefit of the heirs, administrators, executors, legal representatives, successors and permitted assigns of the Producer and the CWB. However, no assignment of this Agreement by the producer will bind the CWB without its prior written consent.

f. If the producer is a corporation, partnership, cooperative or other business entity, this Agreement must be signed in the entity's name and the authorized officer, agent or partner(s) who sign(s) on behalf of the entity must state their position and authority.

g. The producer shall fully indemnify the CWB for any and all legal expenses associated with the enforcement of this Agreement on a solicitor client basis.

h. If the payment received by the producer in respect of deliveries made against this Agreement exceeds the *Option Payment*, the CWB has the right to set-off against any and all amounts that may become payable to the producer by the CWB, and/or against the proceeds of any and all deliveries made by the Producer under the producer's delivery permit. Any such delivery permit may be so endorsed.

i. The exercise by the CWB of any right or remedy provided herein shall not affect any other remedy that the CWB may have for the same default. Nor shall the failure of the CWB to exercise any right or remedy be considered a waiver of any right or remedy it may have.

j. Any deliveries made against this Agreement may be made to the benefit of any producer listed under the Producer's permit book.

k. Time shall be of the essence of this Agreement.

l. The producer may, at any time after entering into this Agreement, buy out his or her obligations hereunder by paying the CWB the *Buy-out Price*.

m. The producer (assignor) may assign all of the rights and obligations of the producer under this Agreement to another producer (assignee) upon the receipt of written consent from the CWB subject to paragraph 8.1(f). The producer will be charged an administration fee of $15 per transaction.